

Exhibit 3

In the Matter Of:
ANYWHERE COMMERCE V INGENICO

1:19-cv-11457-IT

BEN LO 30B6

December 10, 2021



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BEN LO 30B6
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1

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

ANYWHERE COMMERCE, INC. and)
BBPOS LIMITED,)
Plaintiffs,)
v.) CIVIL ACTION NO.:
INGENICO INC., INGENICO CORP.) 1:19-cv-11457-IT
and INGENICO GROUPS, SA,)
Defendants.)
_____)

The 30(b)(6) VIDEO DEPOSITION of BEN LO, taken in
the above-entitled cause, before Susan Steudel, official
reporter, on the 10th day of December, 2021

BEN LO 30B6
ANYWHERE COMMERCE V INGENICO

December 10, 2021

2

1 APPEARANCES:

2
3 ADLER POLLOCK & SHEEHAN, P.C.

4 Once Citizens Plaza, 8th Floor

5 Providence, RI 02903-1345

6 Ph: 401-274-1345

7 Jtechentin@apslaw.com

8 BY: Jeffrey K. Techentin,

9 On behalf of the Defendants;

10
11 Kutak Rock

12 1760 Market Street, Suite 1100

13 Philadelphia, PA 19104-4104

14 Ph: 215-353-8484

15 Melissa.bozeman@kutakrock.com

16 BY: Melissa Bozeman,

17 On behalf of the Plaintiffs;

18
19 ALSO PRESENT: Mike Cooper, Videographer

BEN LO 30B6
ANYWHERE COMMERCE V INGENICO

December 10, 2021
208

1 Q. RP757c?

2 A. I also leave that to IP expert.

3 Q. ISMP?

4 A. I also leave that to IP expert.

5 Q. What about the G4X?

6 A. G4X is a product we provide. We sold to ROAM
7 Data.

8 Q. That doesn't incorporate any stolen trade
9 secrets, does it?

10 A. No. This is the product we made and we sold to
11 ROAM Data.

12 Q. Is that the same for the G5X?

13 A. Yes.

14 Q. So you said that you think that as damages BBPOS
15 is entitled to some of the money associated with the sales
16 of whichever of those Ingenico products your IP expert
17 might identify as a problem; right?

18 A. Yes.

19 Q. Do you -- does BBPOS have a position with respect
20 to how much of the money associated with the sales it
21 should get as damages?

22 A. Well, I don't have the detail. I don't have
23 detail yet.

24 Q. Okay. Well, tell me what you do know.

25 A. What's the question?

BEN LO 30B6
ANYWHERE COMMERCE V INGENICO

December 10, 2021
209

1 Q. Explain to me what you think BBPOS is entitled to
2 in terms of the money from the sales of these products.

3 A. If the product is with our stolen IP, with our
4 IP, we should be entitled to some of the money.

5 Q. Do you have any idea how much of the money?

6 A. I leave to the expert, and the expert, he didn't
7 share with me yet.

8 Q. Right. You said on Wednesday that you'd recently
9 had a telephone call with your damages expert; right?

10 A. Yes.

11 Q. And did you learn anything about BBPOS's damages
12 during that call?

13 A. Well, he showed me an Excel file with a lot of
14 numbers. I'm not an accountant. I don't know what. He
15 told me that roughly like 20, 25 million, something like
16 that.

17 Q. Do you know how he came up with this 20 or 25
18 million dollars?

19 A. I don't know. You have to talk to our damage
20 expert and then you will find out more about how he come
21 up with this number.

22 Q. Does -- do you have any further information about
23 your damages as you sit here today than what we've already
24 talked about?

25 A. You have to -- you have to talk to our damage

BEN LO 30B6
ANYWHERE COMMERCE V INGENICO

December 10, 2021
210

1 expert and find out more.

2 Q. Does BBPOS contend that it is entitled to damages
3 of any kind other than as a portion of the sales of the
4 products that violate its IP?

5 A. Can you repeat your questions?

6 Q. Does BBPOS contend that its entitled to damages
7 in any form other than as a share of the revenues for
8 products that violate its IP?

9 A. And also the legal fee?

10 Q. Why does -- why does BBPOS think it's entitled to
11 its legal fees?

12 A. Someone told me, attorney fee.

13 Q. I'm sorry, I couldn't understand that.

14 A. Someone lawyer fee, some attorney fee.

15 Q. Why is BBPOS entitled to that?

16 A. Because we pay for the costs of the litigation.

17 Q. All right. But in American courts the typical
18 rule is that each party pays its own legal fees. Why
19 would BBPOS be entitled to get its pay -- its fees paid
20 for by Ingenico?

21 A. Can you repeat that?

22 Q. Sure. The American rule, we call it, is that
23 each party pays for its own legal fees unless there's some
24 other reason why that wouldn't be the case. So my
25 question is what reasons exist, according to BBPOS, for

BEN LO 30B6
ANYWHERE COMMERCE V INGENICO

December 10, 2021
211

1 Ingenico to pay for BBPOS's legal fees?

2 A. In Hong Kong law we don't do that. So in US law
3 I just talked to our US lawyer, and our US lawyer told me
4 that.

5 Q. I'm not trying to get into any legal advice that
6 you've received. My question is if there are facts that
7 you think justify forcing Ingenico to pay BBPOS's legal
8 fees here?

9 A. I leave that to my lawyers.

10 Q. Does BBPOS seek any damages in the form of
11 injured reputation or anything like that?

12 A. No.

13 Q. Does BBPOS seek any relief in this case other
14 than money?

15 A. No.

16 Q. The complaint has a number of claims, I think
17 nine, if I remember correctly. And BBPOS's only a
18 plaintiff on some of the claims. Do you understand that?

19 A. Yes.

20 Q. And we talked about this I think on Wednesday.
21 But -- so AnywhereCommerce has brought a claim for
22 tortious interference with a contract. You're not a part
23 of that claim; right?

24 A. Right.

25 Q. And so you're not seeking any damages under that

BEN LO 30B6
ANYWHERE COMMERCE V INGENICO

December 10, 2021
231

REPORTER CERTIFICATION

I, Susan Steudel, Official Reporter in the Province of British Columbia, Canada, BCSRA No. 445, do hereby certify:

That the proceedings were taken down by me in shorthand at the time herein set forth, and thereafter transcribed, and the same is a true and correct and complete transcript of said proceedings to the best of my skill and ability.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this day, the 19th day of December, 2021.



Susan Steudel
Official Reporter